

This Agreement made this 17<sup>th</sup> day of January 2006; between HUDSON COUNTY COMMUNITY COLLEGE (hereinafter referred to as the "College") and the HUDSON COUNTY COMMUNITY COLLEGE ADJUNCT FACULTY FEDERATION (hereinafter referred to as the "Federation").

## **ARTICLE I**

### **DEFINITIONS**

*"Federation"* as used in this Agreement shall mean the Hudson County Community College Adjunct Faculty Federation, Local 6228, New Jersey State Federation of Teachers, American Federation of Teachers, AFL-CIO, the recognized sole representative for the bargaining unit members.

*"Bargaining Unit Members"* as used hereafter means all persons who are employed by the College as adjunct teaching faculty members and who are also eligible for membership in this bargaining unit as defined in this contract.

*"College"* as used in this Agreement shall mean Hudson County Community College.

*"Board"* as used in this Agreement shall mean the Board of Trustees of Hudson County Community College, or its duly designated agent(s).

## **ARTICLE II**

### **UNIT RECOGNITION**

#### **A. UNIT DEFINITION**

The College hereby recognizes the Federation as the exclusive bargaining agent for collective negotiations and representation concerning the terms and conditions of employment for all adjunct faculty members employed by the College who have accepted teaching assignments for credit courses at the College in the current academic year and who also taught at the College at least one credit course either during the current or previous academic year. Summer courses and winter session courses are not considered when applying the definition.

#### **B. EXCLUSIONS**

1. The following employees are specifically excluded from this bargaining unit: Hudson County Community College managerial executives, confidential employees, supervisors within the meaning of the Act, craft, professional, police, full-time faculty, casual employees, and all other non-adjunct faculty employees employed by the College.

2. When adjunct faculty members are not actively employed at the College in a teaching capacity they shall not receive any benefits under this Agreement.

**ARTICLE III**  
**MISCELLANEOUS PROVISIONS**

**1. Non Discrimination**

The College and the Federation agree that there shall be no discrimination, interference, restraint or coercion by either party against any employee because of membership in the Federation or for refusal to join the Federation. The Federation further agrees that it shall not unlawfully coerce employees into membership.

**2. Harassment**

Harassment in any form is totally incompatible with the conditions of professionalism, trust and teamwork upon which HCCC depends for its success. HCCC therefore will not tolerate any form of harassment of one employee by another. Harassment is understood to include work environment issues as well.

In addition to the above, HCCC has a strong commitment to provide a work environment free from harassment which is expressly prohibited by law.

Any act or incident of harassment should promptly be brought to the attention of the Director of Human Resources, President of the Union, or the Chairman of the Federation's Grievance Committee. An informal conference will be conducted among all parties involved to provide the individual alleging such harassment an opportunity to discuss such allegations of harassment.

**3. Personal and Academic Freedom**

1. The College herein declares its commitment to sustain the principles of academic freedom that are essential to teaching, administration and research, which are the basic functions of higher education.

2. The Unit Member shall have freedom in research, publication and professional activities where these activities do not interfere with adequate performance of his/her duties.

3. The Unit Members who teach shall have freedom in the classroom to discuss controversial issues relating to the course, with the knowledge that they have an obligation to recognize their unusual influence on the opinions and values of the students with whom they work.

4. The Unit Member shall retain all rights as a citizen to free speech and publication. Such rights are not, as such, subject to institutional censorship or discipline. However, bargaining Unit Members present an image to the public by which their profession and the College may be judged. Therefore, they must at all times make every attempt to be accurate, show respect for the opinion of others, and must make clear that they are not spokespersons for the institution.

4. Unit Members agree to attend mandatory training, which will be uncompensated, in order to facilitate the submission of grades electronically.

#### **ARTICLE IV**

#### **FEDERATION RIGHTS AND PRIVILEGES**

1. The Federation and its duly authorized campus representatives may use College building facilities for meetings provided that such use shall not interfere with nor interrupt normal College operation and subject to agreement by the administration as to the reasonableness of time and location selected. Such permission may be granted provided the facilities are not otherwise in use, and when regular College procedures for using such building facilities have been followed.
2. Any duly authorized representative of the Federation will be permitted to transact official Federation business on College property provided that this shall not interfere with nor interrupt normal College operations and subject to agreement by the administration as to the frequency and reasonableness of time selected. When possible, such activities shall be conducted outside of regular work hours.
3. The Federation may post material concerning Federation activities on designated bulletin boards according to reasonable policies that the College may establish for the posting of any public materials. No information shall be posted on-campus except in these designated spaces. The material shall clearly state that it is posted by the Federation and that the Federation is solely responsible for its contents and all liability regarding such posting and publication thereof.
4. The College agrees to deduct dues for the Federation from the wages of an employee covered by this Agreement, pursuant to the existing statute, as amended, provided:
  - A. A current written assignment executed by the employee is submitted to the College. The Federation shall be responsible for the execution and submission of the forms to the College.
  - B. The College will deduct the current uniform dues from the pay of the employee.
  - C. This deduction will be made four times during the semester.
  - D. The Federation shall certify in writing, signed by the President of the Federation and filed with the Contract Administrator, the gross amount of the dues for the year for a Unit Member.
  - E. The Federation agrees to hold the College harmless and indemnify the College from all loss, including reasonable attorney's fees, from any and all actions or claims growing from or arising because of this deduction, including specifically, any claim by any member or members of the unit or anyone representing such

member(s). The Federation shall have full responsibility for the funds so withheld and remitted to the Federation or any member(s) of the unit concerning any use or expenditure thereof by the Federation.

- F. If a member of the unit has no earnings due, or in the event an amount is due to the Unit Member for any pay period after all other required or authorized withholdings have been taken, said amount being less than the Federation dues to be withheld for such period, no deduction for such pay period will be made by the College for such member. No catch-up withholdings will be made in subsequent pay periods.
- G. Each Unit Member's payroll deduction authorization filed with the Contract Administrator as provided in Section 4A above shall remain in effect during the life of this Agreement unless revoked in writing by the Unit Member. The Unit Member may revoke this authorization providing written notice to the Contract Administrator. Once revoked, the member must pay a representation fee of 85 percent of the current annual dues.

5. Nothing contained within this Article shall diminish, negate, or abrogate the reservations made and contained in the Management Rights provisions of the Agreement.

#### **ARTICLE V**

#### **RIGHTS OF THE BOARD OF TRUSTEES**

1. The Board of Trustees on its own behalf and on the behalf of the electors of Hudson County hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing, the right:

- A. To maintain executive management and administrative control of the College and its properties and facilities and the professional activities of its employees as related to the conduct of the College affairs, except as set forth in the Agreement; and
- B. To hire all employees, to determine their qualifications and conditions of their continued employment or their dismissal or demotion, and to promote and transfer all such employees; and
- C. To establish grading policies and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, as deemed necessary or advisable by the Board; and
- D. To decide upon the means and methods of instruction and the duties, responsibilities, and assignments of instructors and other employees with respect

thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment, except as set forth in this Agreement; and

- E. To determine class schedules, non-classroom assignments, the hours of instruction, and the duties, responsibility, and assignments of faculty members.
- F. Employees will be subject to background checks.

2. The exercise of the forgoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and procedures in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and expressed terms hereof are in conformance with the constitution and laws of the State of New Jersey and the Constitution of the United States and applicable statutes and regulations.

3. No action, statement, agreement, settlement, or representation made by any member of the unit shall impose any obligation or duty to be considered to be authorized by or binding upon the Board unless and until the Board has agreed thereto by appropriate Resolution.

## **ARTICLE VI**

### **WORK OR BUSINESS INTERRUPTION**

No Unit Member, officer or representative of the Federation shall call, sanction, approve or engage in any strike or work interruption during the term of this agreement.

## **ARTICLE VII**

### **GRIEVANCE PROCEDURE**

#### **1. Grievance Complaint**

The grievant may informally discuss the grievance with the Division Dean or other appropriate supervisory official. If the grievance is not resolved through informal discussion, the grievant may invoke the formal grievance procedure and must file a written grievance no later than twenty (20) calendar days following the occurrence of the incident. The grievance shall be filed with the Director of Human Resources. The grievance shall be deemed filed when it is received by the Director.

If the Grievant does not file the grievance within twenty (20) calendar days following the occurrence of the incident, the Grievant will not, under any circumstances, be permitted to continue his grievance through the remaining Steps of this procedure, and the grievance shall be deemed dismissed.

A grievance shall be defined as a dispute that may arise between the parties concerning the application, meaning or interpretation of an express provision of this Agreement.

#### **2. Grievance Steps**

### Level One

After timely filing, the grievance will be reviewed by the Director of Human Resources who will issue a written response within ten (10) days. If no response is issued within the time period, then the Grievance will proceed to the next step.

### Level Two

If the Federation is not satisfied with the disposition of the grievance at Level One or if no disposition is made within the time limits, the Federation may appeal by submitting the grievance within 10 calendar days of a response, or the expiration of the time to respond, to the Dean of Academic Affairs. The Dean or his/her designee will issue a decision in writing within 15 calendar days from the date of receipt of the appeal.

### Grievance: Level Three (Arbitration)

If the Federation is not satisfied with the disposition of the grievance at Level 2 or if no disposition has been made within the time limits, then only the Federation may file for arbitration with the Public Employment Relations Commission.

The arbitrator's decision shall be advisory only. The arbitrator is prohibited from adding to modifying or deleting any provision set forth in this Agreement, and his/her decision shall be limited to the interpretation or application of specific terms of the Agreement.

Reemployment rights and course assignments cannot be grieved or arbitrated.

Only disciplinary grievances involving a suspension or termination of a unit member can proceed to arbitration. The arbitrator shall have no authority to award reinstatement of a unit member. The arbitrator's award is limited to an advisory award of salary resulting from the suspension or termination. Suspensions or terminations must be for just cause. An award by the arbitrator shall be implemented within twenty (20) days from the receipt of the arbitrator's decision by the College.

The arbitrator's expense shall be borne equally by the Federation and the College.

The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed hereunder, then the disposition of the grievance at the last preceding step shall be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for proceeding with the grievance at any step in the grievance procedure.

## **ARTICLE VIII COMPENSATION**

There shall be no retroactive salary payments. Effective January 1, 2006:

550/per credit for a unit member teaching 1-4 semesters;  
560/per credit for a unit member teaching 5-8 semesters;  
570/per credit for a unit member teaching 9-12 semesters;  
580/per credit for a unit member teaching 13 or more semesters.

Effective September 1, 2006:

560/per credit for a unit member teaching 1-4 semesters;  
570/per credit for a unit member teaching 5-8 semesters;  
580/per credit for a unit member teaching 9-12 semesters;  
590/per credit for a unit member teaching 13 or more semesters.

Effective September 1, 2007:

570/per credit for a unit member teaching 1-4 semesters;  
580/per credit for a unit member teaching 5-8 semesters;  
590/per credit for a unit member teaching 9-12 semesters;  
600/per credit for a unit member teaching 13 or more semesters.

Effective September 1, 2008:

580/per credit for a unit member teaching 1-4 semesters;  
590/per credit for a unit member teaching 5-8 semesters;  
600/per credit for a unit member teaching 9-12 semesters;  
610/per credit for a unit member teaching 13 or more semesters.

The College will issue a unit member's first paycheck four weeks from commencement of the unit member's course. The second payment will be made three weeks thereafter. The third payment will be made in the tenth week and the final payment will be made upon a unit member's submission of final grades.

## **ARTICLE IX TUITION REDUCTION/WAIVER**

The College agrees to provide tuition reduction/waiver in accordance with the "Adjunct Tuition Reduction/Waiver Request" form which is attached as Exhibit A and incorporated herein.

**ARTICLE X  
PERSONNEL RECORDS**

The official personnel records of each member of the bargaining unit shall be kept in files by the College Human Resources Department. Upon appropriate request, a member of the unit shall have access to his personnel records, except for confidential documents to which access is privileged, such as credentials, peer evaluations; or letters of recommendation. Such access to the non confidential information shall be granted by the end of the next working day after such request is received.

**ARTICLE XI  
SEPARABILITY AND SAVINGS**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**ARTICLE XII  
TERM AND RENEWAL**

This Agreement shall be in full force and effect as of January 1, 2006 and to remain in effect through August 31, 2009.

IN WITNESS WHEREOF, the parties to the within Agreement have, by their authorized representative, set their hands and seals this 17 day of January, 2006.

**HUDSON COUNTY COMMUNITY COLLEGE**

By: \_\_\_\_\_

William Netchert  
Chairman, Board of Trustees

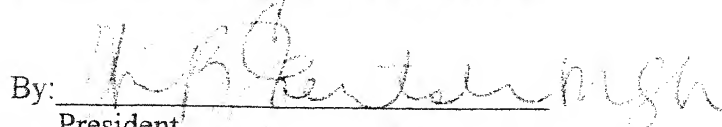
By: \_\_\_\_\_

Glen Gabert, Ph.D.  
President

\_\_\_\_\_  
Witness



HUDSON COUNTY COMMUNITY COLLEGE  
ADJUNCT FACULTY FEDERATION

By:   
President

TYLER EVERSON, PRESIDENT

DIANE BEECHER  
Witness